

# EXHIBIT B

## CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_ by Spinal Concepts, Inc., a Delaware corporation having a business address of 12012 Technology Blvd., Suite 100, Austin, Texas 78727 (the "Company"), and Dr. Osman a surgeon having a business address of 52 Thomas J. Holden (the "second party").

### RECITALS

WHEREAS, the Disclosing Party possesses valuable information, data and know-how relating to, among other things, spinal fixation products (as defined below, "Confidential Information");

WHEREAS, the Recipient is interested in receiving such Confidential Information to determine the advisability of entering into a business relationship with the Disclosing Party, and

WHEREAS, the Recipient acknowledges that the Disclosing Party has invested substantial funds and effort in developing the Confidential Information.

THEREFORE, the parties agree that:

1. All information disclosed under this Agreement which is considered by the disclosing party to be confidential and proprietary (hereinafter "Confidential Information") and which is in writing or other tangible form will be clearly marked by the disclosing party as being Confidential.
2. As used herein, "Confidential Information" shall include all information, data and know-how, whether disclosed orally or as embodied in tangible materials (including writings, drawings, graphs, charts, photographs, recordings, patent applications, prototypes, samples, structures, models, compositions or compounds) relating to spinal fixation products.
3. The Recipient agrees that at all times and notwithstanding any termination, expiration, or cancellation hereunder it will hold in strict confidence and not disclose Confidential Information to any third party except as approved by the Disclosing Party in writing, and the Recipient agrees to use the Confidential Information for no purpose other than pursuing or evaluating a business relationship.

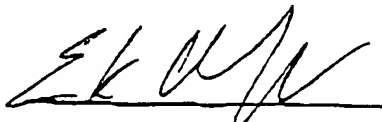
4. The Recipient shall secure and safeguard any and all information, documents, items of work in process and other tangible materials that embody Confidential Information in locked files or areas providing restricted access to prevent unauthorized disclosure.
5. The Recipient shall maintain reasonable procedures to prevent accidental or other loss of any Confidential Information. Recipient shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure of the Confidential Information.
6. The obligations agreed to herein shall not apply to Confidential Information which the Recipient demonstrates is:
  - a) already in the possession of Recipient at or before the time of disclosure hereunder as shown by Recipient's files existing at the time of disclosure; or
  - b) now or hereafter publicly known through no wrongful act of Recipient (provided that if Confidential Information becomes publicly known this shall not excuse a prior disclosure by Recipient); or
  - c) lawfully received by Recipient from a third party without obligation of confidence; or
  - d) independently developed by Recipient or by persons not having access to the Confidential Information; or
  - e) approved for release by written authorization of the Disclosing Party.
7. Upon termination or cancellation of this Agreement, or upon written request of the Disclosing Party, Recipient shall promptly return to the Disclosing Party all documents or other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof.
8. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights to Recipient, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent right that has issued or that may issue, based on the Confidential Information. The Recipient shall not make, have made, use, import, offer to sell, or sell for any purpose any process, product or other item using, incorporating or derived from any Confidential Information unless specifically authorized by the Disclosing Party in writing, subject to the exceptions set forth in Section 6 above.

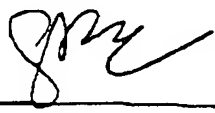
9. Any reproduction of any Confidential Information by Recipient shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Disclosing Party.
10. This Agreement shall be governed by and construed in accordance with the laws of Texas, as if executed and fully performed within Texas; any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas state courts and the Federal courts located in Travis County, Texas, and the parties hereby consent to the personal and exclusive jurisdiction and venue of these courts.
11. This Agreement constitutes the complete and exclusive statement of the agreement between the parties regarding the subject matter of this agreement. All previous representations and agreements, whether oral or written, regarding the subject matter of the agreement are merged in this Agreement.
12. This Agreement may not be amended except by a written document signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

SPINAL CONCEPTS, INC.

SECOND PARTY

By:   
Title: V.P. R&D  
Print Name: ERIK WAGNER

By:   
Title: OPERATIONS DIRECTOR  
Print Name: SAID G. OSMAN